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FIRST AMENDMENT TO:
AGREEMENT BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
THE COUNTY OF SANTA CLARA, SANTA CLARA COUNTY SUPERIOR COURT,
THE CITIES OF CAMPBELL, MILPITAS, SAN JOSE,
SANTA CLARA AND SUNNYVALE
FOR TRAFFIC ENFORCEMENT SERVICES
ON SANTA CLARA COUNTY EXPRESSWAYS

WHEREAS, the AGREEMENT FOR TRAFFIC ENFORCEMENT SERVICES ON SANTA CLARA COUNTY EXPRESSWAYS was made and entered into July 1, 2003, [hereinafter called "Original Agreement"], by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, the County of Santa Clara, hereinafter called COUNTY, Santa Clara County Superior Court, hereinafter called the COURT, and the Cities of Campbell, Milpitas, San Jose, Sunnyvale and Santa Clara, hereinafter collectively called CITIES;

WHEREAS, all parties to the AGREEMENT wish to extend and modify the terms of the AGREEMENT by way of this First AMENDMENT;

WHEREAS, the various parties to this AGREEMENT have made delegations of authority to certain staff to negotiate and execute this contract amendment, as documented in the delegation attachments to this First AMENDMENT;

NOW THEREFORE, the parties agree to amend the AGREEMENT as follows and this First AMENDMENT shall be effective as of July 1, 2006:

1. Section I [entitled "Description of Services to be Performed"], second paragraph; and Section V [entitled "Costs"], items B and D are hereby amended to include Central Expressway.
2. Section IV [entitled "Term"], first paragraph is amended to read:
"The term of this contract is July 1, 2003 through June 30, 2009, and may be extended in additional three (3) year increments by future amendments."
3. Section V [entitled "Costs"], Item B, subsection (2) is amended to read:
"The CHP shall account for the total receipts from the Controller. For each fiscal year ending June 30th, CHP shall retain \$313,374 and carryover any excess sum up to \$75,000.00 to the next fiscal year. Any monies in excess of \$313,374 + 75,000 shall be returned to the participating cities based on the percentages shown in Amended Exhibit B by October 1st of the next fiscal year. If the sum of the total receipts for a fiscal year and the carryover funds is less than \$300,000, CHP shall calculate the amount needed to attain the \$300,000 and invoice the participating CITIES based on the percentage share as set forth in Amended Exhibit B. The

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CITIES shall pay their respective shares to CHP within 90 days of receipt of the invoice. Should the AGREEMENT be terminated before the end of the fiscal year, CHP shall be entitled to a prorated share of the \$300,000 figure based on the percentage of the year the agreement was in effect. Any excess sum shall be returned to the CITIES within 90 days of termination of the agreement based on the Amended Exhibit B percentages. If CHP is owed money for the prorated amount of the \$300,000 figure, CHP shall invoice the CITIES for their share, pursuant to Amended Exhibit B and the CITIES shall pay CHP within 90 days of receipt of the invoice.

4. Exhibit B shall be replaced with the attached Amended Exhibit B (to be effective July 1, 2006).
5. This First Amendment may be executed in any number of counterparts consistent with paragraph XIII [entitled "Execution by Counterpart"] of the Original Agreement.
6. All other terms and conditions of the AGREEMENT shall remain as originally agreed.

IN WITNESS WHEREOF, the parties hereto have executed this First AMENDMENT to AGREEMENT on the date hereinafter set forth.

Dated: _____

CALIFORNIA HIGHWAY PATROL

BY: _____
R. O. Vargas
Administrative Services Officer

CITY OF CAMPBELL

BY: _____
Jane Kennedy
Mayor

CITY OF MILPITAS

BY: _____
Charlie Lawson
City Manager

CITY OF SAN JOSE, a Municipal Corporation

BY: _____
Deanna J. Santana
Chief of Staff

APPROVED AS TO FORM, CITY OF SAN JOSE:

BY: _____
Carl B. Mitchell
Senior Deputy City Attorney

CITY OF SUNNYVALE

BY: _____
Amy Chan
City Manager

CITY OF SANTA CLARA

BY: _____
Jennifer Sparacino
City Manager

**COUNTY OF SANTA CLARA
ROADS AND AIRPORTS DEPARTMENT**

BY: _____
Michael J. Murdter
Director

**SANTA CLARA COUNTY
SUPERIOR COURT**

BY: _____
Kiri Torre
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY

BY: _____
Kathy Kretchmer
Deputy County Counsel

**EXPRESSWAY HOV MILES IN CITY
AMENDED EXHIBIT "B"
EFFECTIVE JULY 1, 2006**

CITY	CENTRAL EXPRESSWAY	LAWRENCE EXPRESSWAY	MONTAGUE EXPRESSWAY	SAN TOMAS EXPRESSWAY	TOTAL #HOV MILES IN THE CITY	% OF TOTAL HOV MILES
CAMPBELL				2.42	2.42	11.74 %
MILPITAS			2.01		2.01	9.72 %
SAN JOSE		0.15	2.37	1.83	4.35	21.07 %
SANTA CLARA	1.25	3.06	1.64	4.25	10.2	49.47 %
SUNNYVALE		1.65			1.65	8.00 %
TOTAL HOV MILES FOR EXPRESSWAY	1.25	4.86	6.01	8.50	20.62	100 %

EXPRESSWAY ENFORCEMENT LIMITS

San Tomas Expressway : From Hwy 101 to Hwy 17 (Easterly return of its inter-section with White Oaks).
Montague Expressway: From Hwy 101 to Hwy 680.
Lawrence Expressway: From State Route 237 to Hwy 280.
Central Expressway: From San Tomas Expressway to De La Cruz Boulevard.